

SPACE SCIENCE SERVICES, INC. (SSS)
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SALES ORDER ACKNOWLEDGEMENT AND SSS GENERAL CONDITIONS OF SERVICE

1. **TERMS AND CONDITIONS:** (a) The "company" means Space Science Services, Inc., (b) The "purchaser or customer" means the person, company or firm who enters into this contract with the company, (c) "product" or "service" means all services, test reports, test results, test data, machinery, equipment, fabricated and/or machined items, fixtures, materials and things of all kinds, and any component, spare or replacement parts to be supplied by the company under the contract or pursuant to these conditions of sale.
2. **ACCEPTANCE:** Purchaser's assent to the terms and conditions hereof may be expressed either by written acceptance or by failure to object to the terms and conditions hereof within ten days of receipt by purchaser. The terms and conditions contained herein will be the complete and exclusive statement of the terms of the agreement between the parties. Purchaser's acceptance of the goods, sold hereunder will manifest purchaser's assent to the terms and conditions hereof. No addition to or any modification of any of these terms and conditions will be effective unless made in writing and signed by the company.
3. **PRICE:** The prices for the product or services shall be as set forth in the quotation provided by company. The price is subject to change should the scope of work be changed by the customer.
4. **QUANTITIES:** Unless otherwise agreed at time of placement of order, the customer will receive and accept the quantity as specified in the quotation provided by company.
5. **PAYMENT; WAIVER OF REMEDIES:** Payment in full of the purchase price will be made in good U.S. funds within thirty days of the date of the invoice unless otherwise stated in the quotation provided by company. Punctual payment as stipulated herein is of the essence of the contract. No defect in the product shall operate to interfere with the terms of payment. If payment is not made as provided in this paragraph, the purchaser shall thereby waive the right to assert against the company any warranties or remedies provided in Paragraph 12 hereunder. SSS may assess normal and customary service charges plus interest on any past due account balance at the rate of 1.5% per month (18% per annum).
6. **MODIFICATIONS:** Any alteration by the purchaser in design, quantity, or testing requirement and specification and delays in the work due to the purchaser's instruction or lack of instruction may involve adjustment to the price or to the delivery time, if the company's costs or schedule in carrying out the work is thereby affected.
7. **VALIDATION:** If the method used is a customer provided non-standard test method, company does not assume responsibility for validation of the method.
8. **TEST REPORTS AND DRAWINGS:** All test reports, test results, test comparisons, test data and drawings made available by the company are and shall remain the property of the company and the customer that paid for them and shall not be copied or reproduced divulged either directly or indirectly to any other company or person without the consent in writing of the company, signed by an officer of the company specifying the test report and drawing and the name of the person to whom the consent is given.
9. **DEFAULT:** If the purchaser makes a default in any payment under the contract or commits an act of bankruptcy or enters into liquidation, or suffers a receiver to be appointed, the company may, at any time thereafter, without prejudice to any other remedy suspend or cancel the contract and retake of the product that has been delivered, and the purchaser hereby irrevocably authorizes the company to enter the premises of the purchaser for the purpose of retaking possession of the product.
10. **INSPECTION OF PRODUCT AND ACCEPTANCE OF SERVICES:** If the purchaser requires any inspection or testing of product prior to delivery other than the company's standard plant inspection the company shall carry out such tests and inspections or provide the facilities for the same, but such inspections or tests unless otherwise specified on the face of these terms and conditions shall be paid for by the purchaser as an extra charge to the contract. To the extent that company is to provide testing services at a test site other than a company office, purchaser shall inspect the test results and notify company of any defects in the performance of such test prior to the time company demobilizes from the test site. To the extent that company is to provide testing services at a company office, purchaser shall inspect the test results and notify company of any defects in the performance of such test prior to the time company ships the tested material to purchaser.
11. **TIME:** Where time for delivery or completion is specified, the company will make every effort to adhere thereto, but no liability whatsoever shall attach to the company for delay in delivery or completion from whatever cause.
12. **WARRANTIES:** The Company warrants that any services provided by company will be in accordance with the designated testing standard and any product provided by company will be produced in accordance with the designated specifications and free of defects in materials or workmanship. THE FOREGOING WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE EVEN IF SUCH PURPOSE OR USE IS DISCLOSED. THE COMPANY'S LIABILITY UNDER ITS WARRANTY SHALL BE LIMITED TO CORRECTING OR REPLACING ANY DEFECTIVE PRODUCT PRODUCED BY COMPANY F.O.B. A COMPANY OFFICE IN THE USA; PROVIDED, HOWEVER, THAT FOR ANY PRODUCT WHICH THE COMPANY PURCHASED FROM OTHERS, COMPANY'S WARRANTY SHALL NOT BE GREATER THAN THE WARRANTY OF THE SUPPLIER OR MANUFACTURER OF SUCH COMPONENT PARTS. THE COMPANY'S LIABILITY UNDER ITS WARRANTY FOR TESTING SERVICES SHALL BE LIMITED TO RE-PERFORMING ANY DEFECTIVE TEST AND RE-ISSUING ANY DEFECTIVE REPORT AND SHALL NOT INCLUDE ANY COST OF REPAIR OR REPLACEMENT OF ANY PRODUCT NOT INITIALLY PROVIDED BY COMPANY, THE COST OF SCAFFOLDING OR OTHER SUPPORT EQUIPMENT, SUBCONTRACTORS, EQUIPMENT RENTAL, FACILITY ALTERATION OR OTHER SETUP COSTS NECESSARY TO RE-PERFORM ANY TESTING SERVICES. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INCREASED OPERATING EXPENSES, LOSS OF ANTICIPATED PROFITS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.
13. **FORCE MAJEURE:** The company shall not be liable for any delay in delivery, failure to deliver, due to any cause beyond the company's control including but not limited to fires, floods, strikes, or other labor disputes or unrests, accidents to machinery, acts of sabotage, riots, precedence or priorities granted at the request of or for the benefit, directly, or indirectly, of the federal or any state government or any subdivision or agency thereof delay in transportation or the lack of transportation facilities, restrictions imposed by federal, state or other governmental registration or rules or regulations thereof. If under the company's normal accounting procedures because of causes beyond the company's control, then the company may terminate this agreement in whole or in part with liability for any delay in the delivery of or failure to deliver the products sold hereunder.
14. **INDEMNIFICATION:** To the fullest extent permitted by law, the customer agrees to defend, indemnify, and hold harmless the Company and its employees from and against all third party claims, demands, liens, lawsuits, and liabilities of any kind and nature including court costs, expenses, and reasonable attorney's fees arising out of or related in any way to the product or services provided by company hereunder. Should the company provide the customer with inspection reports or test documents the customer will not use the report in any way, shape or form that will or could be detrimental to the company.
15. **GOVERNING LAW:** This acknowledgement shall be interpreted according to and governed by the laws of the State of Alabama.
16. **PATENT OR TRADEMARK INFRINGEMENT:** If the products sold hereunder are prepared according to purchaser's specifications purchaser shall indemnify the company against all claims or liability for any legal complaint, patent or trademark infringement on account of such work performed by the company.
17. **CONCESSIONS:** In event of cancellation the Company will have the right to recover all material and labor cost incurred plus a reasonable profit.
18. **LIMITATION OF LIABILITY:**
 - i. The company is neither an insurer nor a guarantor and disclaims all liability in such capacity. Customers seeking a guarantee against loss or damage should obtain appropriate insurance.
 - ii. The Company shall not be liable for any delayed, partial or total non-performance of the services arising directly or indirectly from any event outside the Company's control including failure by Customer to comply with any of its obligations hereunder.
 - iii. The liability of the Company in respect of any claim for loss, damage or expense of any nature and howsoever arising shall in no circumstances exceed a total aggregate sum equal to 5 times the amount of the fee paid in respect of the specific service which gives rise to such claim or \$10,000 USD (or its equivalent in local currency), whichever is the lesser.
 - iv. The Company shall have no liability for any indirect or consequential loss including without limitation loss of profits, loss of business, loss of opportunity, loss of goodwill and cost of product recall. It shall further have no liability for any loss, damage or expenses arising from the claims of any third party (including, without limitation, product liability claims) that may be incurred by the Customer.
 - v. In the event of any claim, Customer must give written notice to the Company within 30 days of discovery of the facts alleged to justify such claim and, in any case, the Company shall be discharged from all liability for all claims for loss, damage or expense unless suit is brought within one year from:
 1. the date of performance by the Company of the service which gives rise to the claim; or
 2. the date when the service should have been completed in the event of any alleged nonperformance.
19. **MISCELLANEOUS:** If any one or more provisions of these Terms & Conditions of Sale are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Film that is not requested by the client when the report is issued will be disposed by Space Science Services, Inc. unless otherwise notified and acknowledged in writing.

Space Science Services, Inc. (SSS) appreciates the opportunity to provide our testing, calibration, inspection or other services requested by the customer. The customer agrees without exception the Services and Reports provided by SSS under this document or any contract between the customer and SSS will be strictly subject to and governed by the SSS Sales Order Acknowledgement Terms referenced above. Services performed outside the scope of SSS accreditation are in compliance with ISO9001 requirements only.